

BEFORE THE
STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the First Amended Accusation
Against:

Case No. 2011-72(h)

SETH D. THOMAS
P.O. Box 2466
Bakersfield, CA 93303
-and-
1407 W. Thurman Avenue
Porterville, CA 93257

Field Representative's License No. FR 45034,
Branch 2
Applicator License No. RA 50224, Branch 3

Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the
Structural Pest Control Board, Department of Consumer Affairs, as its Decision in this matter.

The Decision shall become effective on December 1, 2013.

IT IS SO ORDERED November 1, 2013.



FOR THE STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS

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9 **BEFORE THE**
STRUCTURAL PEST CONTROL BOARD
10 **DEPARTMENT OF PESTICIDE REGULATION**
STATE OF CALIFORNIA

11 In the Matter of the First Amended Accusation
12 Against:

13 **SETH D. THOMAS**
14 **P.O. Box 2466**
Bakersfield, CA 93303
15 **-and-**
1407 W. Thurman Avenue
16 **Porterville, CA 93257**

17 **Field Representative's License No. FR 45034**
18 **Applicator License No. RA 50224**

19 Respondent.

Case No. 2011-72(h)

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

(SETH D. THOMAS ONLY)

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21 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
22 entitled proceedings that the following matters are true:

23 **PARTIES**

24 1. William H. Douglas (Complainant) was the former Interim Registrar/Executive
25 Officer of the Structural Pest Control Board. He brought these actions solely in his official
26 capacity. Susan Saylor is the current Interim Registrar/Executive Officer of the Structural Pest
27 Control Board. She maintains these actions solely in her official capacity and is represented in
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1 this matter by Kamala D. Harris, Attorney General of the State of California, by Phillip L. Arthur,
2 Deputy Attorney General.

3 2. Respondent Seth D. Thomas (Respondent) is representing himself in this proceeding
4 and has chosen not to exercise his right to be represented by counsel.

5 3. On or about December 14, 2009, the Structural Pest Control Board issued Field
6 Representative's License No. FR 45034 to Seth D. Thomas (Respondent). The Field
7 Representative's License was in full force and effect at all times relevant to the charges brought in
8 First Amended Accusation No. 2011-72(h) and will expire on June 30, 2015, unless renewed.

9 4. On or about August 20, 2009, the Structural Pest Control Board issued Applicator
10 License No. RA 50224 to Seth D. Thomas (Respondent). The Applicator License was in full
11 force and effect at all times relevant to the charges brought in First Amended Accusation No.
12 2011-72(h) and expired on August 20, 2012.

13 JURISDICTION

14 5. First Amended Accusation No. 2011-72(h) was filed before the Structural Pest
15 Control Board (Board), Department of Pesticide Regulation, and is currently pending against
16 Respondent. The First Amended Accusation and all other statutorily required documents were
17 properly served on Respondent on August 31, 2012. Respondent timely appeared, waived his
18 right to a hearing, and requested settlement terms.

19 6. A copy of First Amended Accusation No. 2011-72(h) is attached as exhibit A and
20 incorporated herein by reference.

21 ADVISEMENT AND WAIVERS

22 7. Respondent has carefully read, and understands the charges and allegations in First
23 Amended Accusation No. 2011-72(h) as they relate to his individually held licenses. Respondent
24 has also carefully read, and understands the effects of this Stipulated Settlement and Disciplinary
25 Order.

26 8. Respondent is fully aware of his legal rights in this matter, including the right to a
27 hearing on the charges and allegations in the First Amended Accusation as they relate to his
28 individually held licenses; the right to be represented by counsel at his own expense; the right to

1 confront and cross-examine the witnesses against him; the right to present evidence and to testify
2 on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses
3 and the production of documents; the right to reconsideration and court review of an adverse
4 decision; and all other rights accorded by the California Administrative Procedure Act and other
5 applicable laws.

6 9. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
7 every right set forth above.

8 CULPABILITY

9 10. Respondent admits the truth of each and every charge and allegation in First
10 Amended Accusation No. 2011-72(h) as they relate to his individually held licenses.

11 11. Respondent agrees that his Field Representative's License is subject to discipline and
12 he agrees to be bound by the Board's probationary terms as set forth in the Disciplinary Order
13 below.

14 CONTINGENCY

15 12. This stipulation shall be subject to approval by the Structural Pest Control Board.
16 Respondent understands and agrees that counsel for Complainant and the staff of the Structural
17 Pest Control Board may communicate directly with the Board regarding this stipulation and
18 settlement, without notice to or participation by Respondent. By signing the stipulation,
19 Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the
20 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this
21 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of
22 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between
23 the parties, and the Board shall not be disqualified from further action by having considered this
24 matter.

25 13. The parties understand and agree that electronic or facsimile copies of this Stipulated
26 Settlement and Disciplinary Order, including electronic or facsimile signatures thereto, shall have
27 the same force and effect as the originals.

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14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

15. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Field Representative's License No. FR 45034, issued to Respondent Seth D. Thomas, is revoked. However, the revocation is stayed and Respondent is placed on probation for three (3) years on the following terms and conditions:

1. **Obey All Laws.** Respondent shall obey all federal, state and local laws and all laws and rules relating to the practice of structural pest control.

2. **Quarterly Reports.** Respondent shall file quarterly reports with the Board during the period of probation.

3. **Tolling of Probation.** Should Respondent leave California to reside outside this state, Respondent must notify the Board in writing of the dates of departure and return. Periods of residency or practice outside the state shall not apply to reduction of the probationary period.

4. **Notice to Employers.** Respondent shall notify all present and prospective employers of the decision in case no. 2011-72(h) and the terms, conditions and restrictions imposed on Respondent by said decision.

Within 30 days of the effective date of this decision, and within 15 days of Respondent undertaking new employment, Respondent shall cause his employer to report to the Board in writing acknowledging the employer has read the decision in case no. 2011-72(h).

5. **Notice to Employees.** Respondent shall, upon or before the effective date of this decision, post or circulate a notice to all employees involved in structural pest control operations

1 which accurately recite the terms and conditions of probation. Respondent shall be responsible
2 for said notice being immediately available to said employees. "Employees" as used in this
3 provision includes all full-time, part-time, temporary and relief employees and independent
4 contractors employed or hired at any time during probation.

5 **6. Completion of Probation.** Upon successful completion of probation, Respondent's
6 licenses will be fully restored.

7 **7. Violation of Probation.** Should Respondent violate probation in any respect, the
8 Board, after giving Respondent notice and an opportunity to be heard, may revoke probation and
9 carry out the disciplinary order which was stayed. If a petition to revoke probation is filed against
10 Respondent during probation, the Board shall have continuing jurisdiction until the matter is final,
11 and the period of probation shall be extended until the matter is final.

12 **8. Random Inspections.** Respondent shall reimburse the Board for one (1) random
13 inspection per quarter by Board specialists during the period of probation not to exceed \$125 per
14 inspection.

15 **9. Future Applications.** Should Respondent apply for a license during the period of
16 probation, and should the Board issue said license, the issuance of said license shall be under the
17 same terms and conditions and probationary term as set forth herein.

18 **10. Cost Recovery.** Respondent shall reimburse the Board for its costs of investigation
19 and enforcement in these matters in the pro rata amount of \$1,394.50. Said amount may be paid
20 in monthly installments as agreed by the Board, and shall be paid in full no later than six (6)
21 months before the end of probation. Probation shall not be terminated until the costs are paid in
22 full.

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DATED:

Arthur Thomas

ENDORSEMENT

Dated:

KAMALA D. HARRIS
Attorney General of California
KENT D. HARRIS
Supervising Deputy Attorney General

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